137C/1129
June 12th 1975
map-parcel 91-08-20 [illegible]

IN THE FIRST CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE

BOOK 4926 PAGE 800

BETTY ANN HARBISON]
]
-vs-] NO. 78404
]
WAYNE DAVIS HARBISON]

JUN 26 MISC A* 12.00 * 12.00

FINAL DECREE

This cause came on to be heard on the 10th day of June, 1975 before the Honorable J. William Rutherford, Judge, upon the petition for absolute divorce filed by the complainant, answer filed by the defendant, subsequent agreement of the parties to allow this matter to be tried as a non-contested divorce, submission to the Court of the property settlement agreement, testimony of complainant and her two corroborative witnesses, statement of counsel in open court and from the entire record in this cause. From all of which it appears that the defendant has abandoned complainant or turned her out of doors and refused or neglected to provide for her. It is therefore

ORDERED AND ADJUDGED that the bonds of matrimony heretofore subsisting between the parties be and the same are hereby forever and perpetually dissolved and the complainant, Betty Ann Harbison, is granted an absolute divorce from the defendant and restored to all the rights and privileges of an unmarried person.

It is further ORDERED AND ADJUDGED by the Court that the property settlement agreement heretofore executed by the parties and their respective counsel is approved in all respect and made by a part of this decree, by inclusion, as follows:

Filed 6-10-75

PROPERTY SETTLEMENT AGREEMENT

WHEREAS, there is presently pending in the First Circuit Court of Davidson County, Tennessee, a petition for absolute divorce filed by BETTY ANN HARBISON, hereinafter referred to as Wife, against WAYNE DAVIS HARBISON, hereinafter referred to as Husband, and

WHEREAS, these parties are presently living separate and apart and desire to enter into a property settlement agreement and submit same to the Court for approval in the event a decree of divorce is granted in this cause, and

WHEREAS, these parties have each been advised of their rights and responsibilities, one to the other, by their respective counsel,

NOW, THEREFORE, in consideration of $1.00 cash in hand paid and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do agree as follows:

(1) That Wife will proceed to trial to obtain an absolute divorce on a non-contested basis.

(2) That the care, custody and control of Jeffrey Wayne Harbison, age fifteen (15), will be awarded to the Wife with unrestricted right of visitation privileges reserved to the Husband.

(3) Husband agrees to pay $130.00 per month as child support, said payment to be made directly to the Wife, beginning in May of 1975.

(4) All right, title and interest which the Husband has in and to the 1968 Buick automobile shall be divested out of him and the sole and exclusive ownership in said automobile shall be awarded to the Wife.

(5) All right, title and interest which the Wife has in and to the ~~1974~~ 1970 XL automobile and the 1974 Datsun truck shall be divested out of her and the sole and exclusive ownership in said vehicles shall be awarded to the Husband.

(6) All right, title and interest which the Husband has in and to the house and lot of the parties located at 525 Wesley Avenue in Nashville, Davidson County, Tennessee shall be divested out of him and the fee simple ownership of said property shall be

vested in the Wife, it being her responsibility to pay the balance of mortgage indebtedness thereon.

(7) All right, title and interest which the Wife has in and to the house and lot of the parties located at 3985 Lawing Drive, Nashville, Davidson County, Tennessee, shall be divested out of her and the fee simple ownership of said property shall be vested in the Husband, it being his responsibility to pay the balance of mortgage indebtedness thereon.

(8) Husband agrees to pay to Wife the sum of $5,000.00 cash from the Nashville Electric Service Credit Union account on or before July 2, 1975, plus one-half of the accumulated interest earnings on said account, said award constituting an alimony award and in consideration of acceptance of this amount, Wife waives any and all future claims for alimony.

(9) Husband agrees to transfer to Wife upon the signing of this instrument four hundred and fifty (450) shares of New York Venture stock, a mutual fund stock, in order that Wife will be free to negotiate a sale of her shares in said stock immediately if she so desires. Wife will pay any capital gains or taken any losses upon the transfer or sale of said stock..

(10) Husband will be allowed to claim the minor child of the parties as an exemption for federal income tax purposes.

(11) Husband agrees to deliver to Wife her insurance policies, specifically, American National Insurance policy and Interstate Life Insurance policy, said delivery to be made upon the signing of this agreement.

(12) Husband agrees to maintain in full force and effect hospital and medical insurance for the benefit of the minor child until he attains his majority.

(13) Both parties acknowledge that they have divided the furniture and furnishings on an equitable basis and that each party will keep that personal property that they have in their possession at the time of the signing of this document, with the exception of the following items, which Wife agrees to award to the Husband:

(1) Cornice boards

(2) Stainless steel silver service

(3) Some of the records and pictures of the children.

(4) One (1) Zenith Black and White television.

(14) Each party agrees to pay their own respective attorneys fees with the exception of the final court costs which will be paid by the Husband.

Both parties agree to sign any and all documents, contracts or titles necessary to carry out the full purpose and intent of this agreement and acknowledge that they have read this agreement in its entirety prior to executing same, and have signed same voluntarily, after advice of counsel.

WITNESS OUR HANDS, this 27 day of May, 1975 as to Wife, and this 30 day of May, 1975 as to Husband.

Betty P. Harbison
WIFE

Robert L. Jackson
ATTORNEY FOR WIFE

Wayne D. Harbison
HUSBAND

Ronald Bisley
ATTORNEY FOR HUSBAND

It is further ORDERED AND ADJUDGED that all right, title and interest which the defendant, Wayne Davis Harbison, has in and to the house and lot of the parties located at 525 Wesley Avenue, Nashville, Tennessee, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 75 on the Map of Section One, Joywood Heights, as of record in Book 1130, page 91, Register's Office for said County.
>
> Said Lot No. 75 fronts 60 ft. on the north side of Wesley Avenue and runs back between parallel lines 160 ft. to a dead line.
>
> Being the same property conveyed to Wayne Davis Harbison and wife, Betty Ann Harbison, by deed from William P. Day and wife, Dorothy W. Day, of record in Book 2877, page 375, Register's Office for Davidson County, Tennessee.

is divested out of him and the sole and exclusive ownership is vested in the complainant, Betty Ann Harbison.

It is further ORDERED AND ADJUDGED by the Court that all right, title and interest which the complainant, Betty Ann Harbison, has in and to the house and lot of the parties located at 3985 Lawing Drive, Nashville, Davidson County, Tennessee, more particularly described as follows:

> Land in Davidson County, Tennessee, being Lot No. 4 on the Plan of Bell Knob, as of record in Book 2854, page 116, Register's Office for said County.
>
> Said Lot No. 4 fronts 133 ft. on the easterly side of Lawing Drive and extends back 371.6 ft. on the northerly line and 399.3 ft. on the southerly line to a dead line, measuring 100 ft. thereon.
>
> Being the same property conveyed to Wayne D. Harbison and wife, Betty A. Harbison, by deed from Union Trust Company, a Tennessee corporation, of record in Book 3796, page 798, Register's Office for said County.

is divested out of her and the sole and exclusive ownership is vested in the defendant, Wayne Davis Harbison.

The costs of this cause are taxed against the defendant, for all of which execution may issue, if necessary.

S/
JUDGE

APPROVED:

S/
Attorney for Complainant

S/
Attorney for Defendant

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STATE OF TENNESSEE

I, GEORGE L. ROOKER, *Clerk of the Circuit Court for the County of Davidson, in the State aforesaid, do certify that the foregoing is a* A TRUE COPY OF A DIVORCE ~~correct transcript of the record and proceedings~~ *had in said Court in the case heretofore prosecuted and determined therein, between* BETTY ANN HARRISON *Plaintiff, and* WAYNE DAVIS HARBINSON *Defendant, as same remain of record in said Court.*

IN TESTIMONY WHEREOF, *I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the* 17th *day of* JUNE *in the year one thousand nine hundred and* SEVENTY-FIVE *and in the* 199th *year of American Independence.*

GEORGE L. ROOKER, *Clerk.*

By Robert Murrah, *D. C.*

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IDENTIF. REFERENCE

JUN 26 11 59 AM '75

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.